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| APPLICATION NO. | FILING DATE | FIRST NAMED INVENTOR | ATTORNEY DOCKET NO. | CONFIRMATION NO. |
|-----------------|-------------|----------------------|---------------------|------------------|
|-----------------|-------------|----------------------|---------------------|------------------|

10/047,804

01/14/2002

Shelia F. Cales

CALE-002

4749

7590 04/05/2007
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EXAMINER

WEIS, SAMUEL

ART UNIT

PAPER NUMBER

3691

| SHORTENED STATUTORY PERIOD OF RESPONSE | MAIL DATE | DELIVERY MODE |
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3 MONTHS

04/05/2007

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

| | | | |
|------------------------------|-------------------------------|------------------------------|--|
| Office Action Summary | Application No. 10/047,804 | Applicant(s) CALES ET AL. | |
| | Examiner Samuel S. Weis | Art Unit 3691 | |

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 14 January 2002.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-8 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-8 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 14 January 2002 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date <u>1/14/2002</u> | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This is in response to the Applicants' application filed January 14, 2002. Claims 1-8 have been examined.

Claim Rejections - 35 USC § 112

2. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3. Claims 1-8 recite the limitation "the terms of a buyer protection service." There is insufficient antecedent basis for this limitation in these claims.
4. Claim 2 recites the limitation "the Internet Web email." There is insufficient antecedent basis for this limitation in this claim.

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation

under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

7. Claims 1-8 are rejected under 35 U.S.C. 103(a) as being unpatentable over Triola, U.S. Pat. No. 7,127,406, in view of Cole et al., U.S. Pat. Pub. No. 2002/0161707 (hereinafter, Cole).

As to claim 1, Triola discloses a method for processing escrow transactions comprising:

agreement between a buyer and seller to the terms of a buyer protection service to transact a product purchase (i.e. A purchase agreement has been signed by the principals. It is therefore been agreed to open an escrow account to handle the complex details with a particular escrow agent) (col. 8, lines 4-7);

accept transaction information (i.e. the agent provides the information that the escrow officer will need to accomplish the various escrow tasks and obligations) (col. 8, lines 33-35);

receive buyer payment issued to buyer protection service (i.e. a deposit in accordance with the signed purchase agreement is transferred via the internet to the escrow officer) (col. 8, lines 27-29);

clear payment and place payment on deposit (i.e. a deposit in accordance with the signed purchase agreement is transferred via the internet to the escrow officer) (col. 8, lines 27-29);

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determine to release buyer payment to buyer or seller (i.e. distribution of payments) (col. 10, line 5); and
close the transaction (i.e. close the escrow) (col. 10, lines 5-7).

Triola does not explicitly disclose inform seller of payment received and to ship product and monitor for product receipt and buyer evaluation.

However, Cole teaches a method for escrow service for web-based transactions that includes informing the seller to ship the goods on receipt of payment from the buyer (§0133) and allowing the buyer to either accept or reject the goods in the inspection period (§0134). Therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicants' invention to include the aforementioned limitations as disclosed by Cole within Triola for the motivation of payment confirmation, shipment request, and buyer evaluation.

As to claim 2, Triola discloses the method of claim 1 where said agreement, said accept, said inform, said monitor and said close are comprised of communication between the buyer, seller and buyer protection service through the Internet Web e-mail, a buyer protection service operated Internet Web site or a combination of the Internet Web e-mail and buyer protection service operated Internet Web site (i.e. the escrow officer is kept apprised of all activity, preferably via electronic mail messages) (col. 9, lines 36-38).

As to claim 3, Triola does not explicitly disclose the method as claimed in claim 1 where said agreement further comprises defining the method and financial responsibility

of a forward or return product shipment with shipment insurance and shipment registration with return receipt.

However, Cole teaches a method for escrow service for web-based transactions that includes determining which party will pay for the shipping charges and the preferred method of shipment (§§10123 and 10127). Therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicants' invention to include the aforementioned limitations as disclosed by Cole within Triola for the motivation of determining whether the buyer or seller will bear the shipping charge responsibility and what method the goods will be shipped.

As to claim 4, Triola discloses the method of claim 1, where said transaction information comprises information provided by the buyer or seller (i.e. the agent provides the information that the escrow officer will need to accomplish the various escrow tasks and obligations) (col. 8, lines 33-35).

As to claim 5, Triola does not explicitly disclose the method of claim 1, where said transaction information comprises: buyer name, E-mail and correspondence address; seller name, E-mail and correspondence address; identification of the product to be sold; purchase price and applicable tax of the product ; and type of payment.

However, Cole teaches a method for escrow service for web-based transactions that includes:

buyer name, E-mail and correspondence address (i.e. Buyer) (Fig. 26);

seller name, E-mail and correspondence address (i.e. Seller) (Fig. 26);

identification of the product to be sold (i.e. Deal Id) (Fig. 26) ;

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purchase price and applicable tax of the product (i.e. total goods cost and total taxes (Fig. 26); and

type of payment (i.e. method of payment) (Fig. 26). Therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicants' invention to include the aforementioned limitations as disclosed by Cole within Triola for the motivation of buyer, seller, goods identification, payment price and taxes, and method of payment in the escrow contract.

As to claim 6, Triola does not explicitly disclose the method of claim 1, where said buyer payment comprises the product purchase price, applicable tax and buyer protection service fee.

However, Cole teaches a method for escrow service for web-based transactions that includes the gross amount and total taxes (§0141). The gross amount includes the Site Commission (§0135). Therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicants' invention to include the aforementioned limitations as disclosed by Cole within Triola for the motivation of including the sold goods price, site commission fee, and applicable taxes.

As to claim 7, Triola does not explicitly disclose the method of claim 1, where said determine to release buyer payment further comprises the buyer protection service releases product payment less buyer protection service fee to seller after said buyer informs buyer protection service buyer accepts the received product.

However, Cole teaches a method for escrow service for web-based transactions that includes deducting commission fees after the buyer accepts and before the seller is

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paid by the escrow service (§1034 and 0135). Therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicants' invention to include the aforementioned limitations as disclosed by Cole within Triola for the motivation of subtracting the escrow service fee from the paid by the buyer after the buyer has accepted the goods.

As to claim 8, Triola does not explicitly disclose the method of claim 1, where said determine to release buyer payment further comprises:
receives notice from buyer of product rejection; informs buyer of return method; informs seller of product rejection and return; receives notice from seller product return received; and returns buyer payment less buyer protection service fee to buyer.

However, Cole teaches a method for escrow service for web-based transactions that includes:
receives notice from buyer of product rejection (i.e. buyer may reject the entire shipment or partial shipment) (§0134);
informs buyer of return method (i.e. escrow service informs buyer explaining procedures to be followed to return goods to seller) (Fig. 40);
informs seller of product rejection and return (i.e. escrow service informs seller of rejection) (Fig. 40);
receives notice from seller product return received (i.e. when seller acknowledges receipt of rejected goods from buyer) (§0136); and
returns buyer payment less buyer protection service fee to buyer (i.e. escrow service pays the buyer the rejection amount) (§0136). Therefore, it would have been obvious to

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one of ordinary skill in the art at the time of Applicants' invention to include the aforementioned limitations as disclosed by Cole within Triola for the motivation of adding buyer rejection and return goods steps

Conclusion

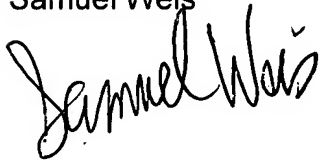
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Samuel S. Weis whose telephone number is (571) 272-1882. The examiner can normally be reached on 8:30 to 5, Monday - Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on (571) 272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Samuel Weis



LALITA M. HAMILTON
PRIMARY EXAMINER